



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CH VALLEY COMMERCIAL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, MNDCL, MNDL, MNRL-S

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security and pet deposits in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenants. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on October 21, 2019. I find that the landlord has acted in accordance with section 89 of the Act and the parties are deemed to have been served five days later in accordance with section 90. I continued and completed the hearing in the absence of the tenants.

### Issue to be Decided

Is the landlord entitled to a monetary award for loss and damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security and pet deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on May 1, 2018. The tenancy ended without notice on September 21, 2019. The monthly rent of \$1537.50 was payable on the first of each month. At the outset of the tenancy the tenants paid a \$750.00 security deposit which the landlord still holds. DB testified that the tenants participated in the written move in condition inspection report but did not show up for the move out inspection. DB testified that the tenants left the unit "an absolute disaster". DB testified that the unit was dirty and had some minor damage to the vanity and some doors. DB testified that the tenants had fallen behind in paying their rent as well as the utilities as required in their tenancy agreement. DB testified that the amount of cleaning required was excessive.

The landlord is applying for the following:

1.	Unpaid Rent	\$3081.50
2.	Unpaid Utilities	367.58
3.	Garbage Cleanup	1249.50
4.	Garbage Dump Fee	87.75
5.	Suite Cleaning Charges	455.00
6.	Repair Vanity	271.81
7.	Exterior Door Replacement	53.11
8.	Bedroom Door Replacement	99.96
9.	Living Room Door	91.75
10.	Filing fee	100.00
	Total	<b>\$5857.96</b>

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlords provided extensive documentation to reflect the poor cleanliness of the unit and the damage as alleged. In addition, the landlord provided undisputed testimony, receipts, condition inspection report and photos to support the balance of their application. The landlords have provided sufficient evidence to support the entirety of their claim and is entitled to \$5757.96. The landlord is also entitled to the recovery of the \$100.00 filing fee.

### Conclusion

The landlord has established a claim for \$5857.96. I order that the landlord retain the \$750.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$5107.96. This order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 25, 2020

---

Residential Tenancy Branch